

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
OIS-12-019

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2. CONTRACT NO. NRC-HQ-12-C-33-0015	3. AWARD/EFFECTIVE DATE 12/01/2011	4. ORDER NO.	5. SOLICITATION NUMBER NRC-HQ-11-R-33-0072	6. SOLICITATION ISSUE DATE 07-06-2011
7. FOR SOLICITATION INFORMATION CALL:	a. NAME HERIBERTO COLÓN JR	b. TELEPHONE NO. (No Collect Calls) 301-492-3620	8. OFFER DUE DATE/LOCAL TIME 08-18-2011 12:00 Noon (E.T.)	

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr. Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input checked="" type="checkbox"/> 8(A) NAICS: 238210 SIZE STANDARD: \$14 Million
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1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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5. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7a. CONTRACTOR/OFFEROR 3LINKS TECHNOLOGIES, INC 8701 GEORGIA AVE STE 705 SILVER SPRING, MD 20910-3713	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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TELEPHONE NO. 301-588-8292

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM (REFER TO ATTACHMENTS E and F)
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with the services described in the enclosed Statement of Work (SOW) - ATTACHMENT A, and terms and conditions of this contract.</p> <p>CONTRACTOR DUNS NO.: 015229300</p> <p>SBA REQUIREMENT NO.: 0353/11/104405</p> <p>TYPE OF CONTRACT: ID/IQ Contract with FFP and T&M Task Orders</p> <p>PROJECT TITLE: "Telecommunications Operations and Support Services (TOSS)"</p> <p>PERIOD OF PERFORMANCE: December 1, 2011 - November 30, 2012 and four (4) Option Years.</p> <p>MAXIMUM POTENTIAL VALUE: \$8,900,000.00</p> <p>GUARANTEED MINIMUM: \$50,000.00</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

5. ACCOUNTING AND APPROPRIATION DATA 2012-10-51-J-144 J1148 252A 31X0200.120 OBLIGATE: \$50,000.00 (FFS # 120024)	26. TOTAL AWARD AMOUNT (For Govt. Use Only) MAXIMUM POTENTIAL VALUE: \$8,900,000.00
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Melvin Buford President	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joseph L. Widdup Contracting Officer
30c. DATE SIGNED 11-30-11	31c. DATE SIGNED 12/1/11

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

DEC 15 2011

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 52.212-4

ADM002

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B.1 PRICE/COST SCHEDULE

The offeror shall provide labor categories, labor category descriptions and fully loaded hourly rates for the following Contract Line Item Numbers (CLIN's) and associated periods for this IDIQ contract: **Refer to ATTACHMENT B – Labor Category Standards**

CLIN/SUBCLIN	LABOR CATEGORY	UNIT	UNIT PRICE
BASE YEAR - 12/1/2011 through 11/30/2012			
0001	LABOR		
0001AA	Project Manager	Hour	\$84.52
0001AB	Senior Communications Analyst	Hour	\$81.78
0001AC	Voice Mail Administrator	Hour	\$70.32
0001AD	Communications Analyst	Hour	\$65.19
0001AE	Sr. Telecommunications Technician	Hour	\$58.27
0001AF	Technical Draftsman	Hour	\$53.27
0001AG	Telecommunications Technician	Hour	\$46.13
0001AH	Project Administrator	Hour	\$40.82
0002	TRAVEL & ODC's (Not-to-Exceed)	Lot	\$100,500.00
	<i>(Including applicable Indirect Burden/Cost, excluding profit or fee)</i>		

CLIN/SUBCLIN	LABOR CATEGORY	UNIT	UNIT PRICE
OPTION YEAR 1 - 12/1/2012 through 11/30/2013			
1001	LABOR		
1001AA	Project Manager	Hour	\$85.71
1001AB	Senior Communications Analyst	Hour	\$82.92
1001AC	Voice Mail Administrator	Hour	\$71.29
1001AD	Communications Analyst	Hour	\$66.08
1001AE	Sr. Telecommunications Technician	Hour	\$59.06
1001AF	Technical Draftsman	Hour	\$53.27
1001AG	Telecommunications Technician	Hour	\$46.74
1001AH	Project Administrator	Hour	\$41.35
1002	TRAVEL & ODC's - Not-to-Exceed	Lot	\$100,500.00
	<i>(Including applicable Indirect Burden/Cost, excluding profit/fee)</i>		

CLIN/SUBCLIN	LABOR CATEGORY	UNIT	UNIT PRICE
OPTION YEAR 2 - 12/1/2013 through 11/30/2014			
2001	LABOR		
2001AA	Project Manager	Hour	\$86.91
2001AB	Senior Communications Analyst	Hour	\$84.08
2001AC	Voice Mail Administrator	Hour	\$72.27
2001AD	Communications Analyst	Hour	\$66.99
2001AE	Sr. Telecommunications Technician	Hour	\$59.86
2001AF	Technical Draftsman	Hour	\$53.27
2001AG	Telecommunications Technician	Hour	\$47.35
2001AH	Project Administrator	Hour	\$41.88
2002	TRAVEL & ODC's - Not-to-Exceed	Lot	\$100,500.00
	<i>(Including applicable Indirect Burden/Cost, excluding profit/fee)</i>		

CLIN/SUBCLIN	LABOR CATEGORY	UNIT	UNIT PRICE
OPTION YEAR 3 - 12/1/2014 through 11/30/2015			

3001	LABOR		
3001AA	Project Manager	Hour	\$88.12
3001AB	Senior Communications Analyst	Hour	\$85.25
3001AC	Voice Mail Administrator	Hour	\$73.27
3001AD	Communications Analyst	Hour	\$67.91
3001AE	Sr. Telecommunications Technician	Hour	\$60.67
3001AF	Technical Draftsman	Hour	\$53.27
3001AG	Telecommunications Technician	Hour	\$47.97
3001AH	Project Administrator	Hour	\$42.43
3002	TRAVEL & ODC's - Not-to-Exceed (Including applicable Indirect Burden/Cost, excluding profit/fee)	Lot	\$100,500.00

CLIN/SUBCLIN	LABOR CATEGORY	UNIT	UNIT PRICE
OPTION YEAR 4 - 12/1/2015 through 11/30/2016			

4001	LABOR		
4001AA	Project Manager	Hour	\$89.36
4001AB	Senior Communications Analyst	Hour	\$86.44
4001AC	Voice Mail Administrator	Hour	\$74.28
4001AD	Communications Analyst	Hour	\$68.84
4001AE	Sr. Telecommunications Technician	Hour	\$61.50
4001AF	Technical Draftsman	Hour	\$53.27
4001AG	Telecommunications Technician	Hour	\$48.61
4001AH	Project Administrator	Hour	\$42.98
4002	TRAVEL & ODC's - Not-to-Exceed (Including applicable Indirect Burden/Cost, excluding profit/fee)	Lot	\$100,500.00

B.2 PROJECT TITLE

The title of this project is as follows:

"TELCOMMUNICATIONS OPERATIONS AND SUPPORT SERVICES (TOSS)"

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with all services and supplies to support the NRC in providing day-to-day telecommunications support services.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.4 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)

(a) The Maximum potential value for products and services ordered, delivered and accepted under this contract is **\$8,900,000.00**. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the maximum potential value.

(b) The guaranteed minimum amount for this contract is **\$50,000.00**.

(c) A ceiling amount will be negotiated for each task order. The Contractor shall comply with the provisions of **52.212-4 ALTERNATE 1 - TOTAL COST** for fully funded task orders and **52.232-22 - LIMITATION OF FUNDS** for incrementally funded task orders, issued hereunder.

B.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) Contracting Officer's Representative (COR) (1 hard copy and 1 electronic copy – Eric.Brusoe@nrc.gov; and William.Padilla@nrc.gov)

Address: U.S. Nuclear Regulatory Commission
Office of Information Systems (OIS)/ICOD
Mail Stop: T-5D14
ATTN: Eric Brusoe (COR)/William Padilla (Alternate COR)
11555 Rockville Pike
Rockville, MD 20852

SECTION C - CONTRACT CLAUSES

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or sub-line item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within **30** days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) ALTERNATE I (OCT 2008)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit – 6%]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within **30** days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding **30** days, if added to all other payments and costs previously accrued, will exceed **85** percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the

ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or sub-line item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a

condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☒ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☒ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- ☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- ☒ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

- ☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- ☐ (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

□ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

□ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

□ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

□ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

□ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

□ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

C.5 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and

their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.6 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Contracting Officer's Representative shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.7 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

The proposer/Contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past ten years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime Contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve Contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

C.8 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under

the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

C.9 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

C.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements* to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC

throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

***OIS contractors are required to take the training courses listed in ATTACHMENT C – 2011 ANNUAL TRAINING.**

C.11 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There () are ~~(X) are no~~ current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

C.12 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C.

Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

Refer to **ATTACHMENT D – COI GUIDELINES**

C.13 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Boris Brown – Project Manager

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the Contracting Officer's Representative shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.14 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (NOVEMBER 2006)

(a) The contracting officer's authorized representative (hereinafter referred to as the COR) for this contract is:

Name: Eric Brusoe (COR)/William Padilla (Alternate COR)

**Address: U.S. Nuclear Regulatory Commission
Office of Information Systems (OIS)/ICOD
11555 Rockville Pike, Mail Stop: T-5D14
Rockville, MD 20852**

Telephone Numbers: 301-415-5053 (COR)/301-415-7250 (ALTERNATE COR)

Emails: Eric.Brusoe@nrc.gov and William.Padilla@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC Contracting Officer's Representative. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The Contracting Officer's Representative does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the Contracting Officer's Representative or must be confirmed by the Contracting Officer's Representative in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the Contracting Officer's Representative in the manner prescribed by this clause and within the Contracting Officer's Representative's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the Contracting Officer's Representative is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the Contracting Officer's Representative may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the Contracting Officer's Representative shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.15 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from EFFECTIVE DATE OF THE CONTRACT through EXPIRATION DATE OF THE CONTRACT.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.16 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;

- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

C.17 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in **52.212-4(d)**, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

C.18 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Contracting Officer's Representative before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

C.19 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.01**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **\$1,000,000.00**;

(2) Any order for a combination of items in excess of **\$2,000,000.00**; or

(3) A series of orders from the same ordering office within **60** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 60 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.20 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **THE DATE THE CONTRACT EXPIRES**.

C.21 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the contract period.

C.22 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

C.23 52.219-17 SECTION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
 - (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.24 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to

participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1)(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include-

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

C.25 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond what's indicated in each Task Order. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond what's indicated in each Task Order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.26 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the

specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

C.27 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.28 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.245-1	GOVERNMENT PROPERTY ALTERNATE I (AUG 2010)	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010

C.29 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

C.30 52.242-15 STOP WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of **90** days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the

period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

C.31 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause."

2. Additionally, the Contractor shall use E-Verify (available at www.dhs.gov/E-Verify) as required by the clause at FAR 52.222-54, incorporated by reference in FAR 52.212-5.

C.32 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the

implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.33 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.34 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next **60** days, when added to all costs previously incurred, will exceed **75** percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The

notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

C.35 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL

Basic Contract IT Security Requirements

For unclassified information used for the effort, the contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using NIST SP 800-60 and must be approved by CSO. The NRC contracting officer and Contracting Officer's Representative shall be notified immediately before the contractor begins to process information at a higher sensitivity level.

If the effort includes use or processing of classified information, the NRC contracting officer and Contracting Officer's Representative shall be notified before the contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of all applicable guidance and standards. Individual task orders will reference applicable versions of standards or exceptions as necessary. These standards include, but are not limited to, NRC Management Directive (MD) volume 12 Security, computer security policies issued until MD 12.5, NRC Automated Information Security Program is updated, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

All work under this contract shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (CSO internal website):

<http://www.internal.nrc.gov/CSO/policies.html>

NRC Policy and Procedures For Handling, Marking and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI):

<http://www.internal.nrc.gov/sunsi/pdf/SUNSI-Policy-Procedures.pdf>

All NRC Management Directives (public website):

<http://www.nrc.gov/reading-rm/doc-collections/management-directives/>

NIST SP and FIPS documentation is located at:

<http://csrc.nist.gov/>

CNSS documents are located at:
<http://www.cnss.gov/>

The Contractor shall ensure compliance with the latest version of NIST guidance and FIPS standards available at contract issuance and continued compliance with the latest versions within one year of the release date.

When e-mail is used, the Contractors shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All Contractor employees must sign the NRC Agency Rules of Behavior for Secure Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies:

1. Management Directive 12.5, Automated Information Security Program
2. NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
3. Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
4. Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
5. Computer Security Information Protection Policy
6. Remote Access Policy
7. Use of Commercial Wireless Devices, Services and Technologies Policy
8. Laptop Security Policy
9. Computer Security Incident Response Policy

Contractor will adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

All electronic process of NRC sensitive information, including system development and operations and maintenance performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

Contract Performance and Closeout

The contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the contractor's computer facility. Tools used to perform data purging shall be approved by the CISO. The contractor shall provide written certification to the NRC contracting officer that the contractor does not retain any NRC data within 30 calendar days after contract completion. Until all data is purged, the contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

When contractor employees no longer require access to an NRC system, the contractor shall notify the Contracting Officer's Representative within 24 hours.

Upon contract completion, the contractor shall provide a status list of all NRC system users and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been issued by NRC.

Control of Information and Data

The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

1. Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
2. Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
3. Protect authentication data so that it cannot be accessed by any unauthorized user
4. Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
5. Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

Access Controls

Any contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

The contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.

The contractors shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically,

1. **Classified Information** - All NRC Classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2 NRC Classified Information Security Program, MD 12.5 NRC Automated Information Security Program and Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing.
2. **SGL Information** – All SGL being transmitted over a network shall adhere to guidance in MD 12.7 NRC Safeguards Information Security Program and MD 12.5 NRC Automated Information Security Program. SGL processing shall be only within facilities, computers, and spaces that have been specifically approved for SGL processing. Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 overall level 2 and must be operated in FIPS mode. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.

Separation of duties for contractor systems used to process NRC information must be enforced by the system through assigned access authorizations.

The mechanisms within the contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

Configuration Standards

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

Media Handling

All media used by the contractor to store or process NRC information shall be controlled in accordance with the sensitivity level.

The contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as SGI or Classified. The contractor must provide the media to NRC for destruction.

Vulnerability Management

The Contractor must adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

For any contractor system used to process NRC information, the contractor must ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for viruses, adware, and spyware on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

C.36 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS – GENERAL EXCEPTIONS

All purchases shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of policy, procedures, standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

All procurements must be certified and accredited prior to being placed into an operational state.

All electronic processing of NRC sensitive information, including all system development and operations and maintenance activities performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT A - IDIQ CONTRACT STATEMENT OF WORK

ATTACHMENT B - LABOR CATEGORY STANDARDS

ATTACHMENT C - 2011 ANNUAL TRAINING

ATTACHMENT D - COI GUIDELINES

ATTACHMENT E - FIRM FIXED PRICE BILLING INSTRUCTIONS

ATTACHMENT F - TIME AND MATERIALS/LABOR HOUR BILLING INSTRUCTIONS

ATTACHMENT G - NRC FORM 187

Contract No. NRC-HQ-12-C-33-0015

Attachment A - IDIQ Contract
Statement of Work

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1 Introduction

1.1 Background

The mission of the U.S. Nuclear Regulatory Commission (NRC) is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. The NRC's scope of responsibility includes regulation of commercial nuclear power plants; research, test, and training reactors; nuclear fuel cycle facilities (also called fuel cycle facilities); medical, academic, and industrial uses of radioactive materials; and the transport, storage, and disposal of radioactive materials and wastes. The NRC's regulations are designed to protect the public and occupational workers from radiation hazards in those industries using radioactive materials.

The NRC Headquarters (HQ) is located in multiple office buildings, primarily in Rockville, MD. The majority of NRC personnel work in the White Flint North office complex consisting of two buildings - One White Flint North (OWFN) and Two White Flint North (TWFN). Other NRC HQ offices exist in both Rockville and Bethesda. The establishment of a Three White Flint North (3WFN) building is under development (see section 2 Current Environment).

1.2 Scope

To cost-effectively marshal resources, the NRC must maintain its telecommunications systems which support data, voice, and video communications. The NRC Office of Information Services (OIS) is responsible for managing NRC information resources. The OIS provides a wide range of services, such as information systems development and maintenance, and the acquisition, management, and support of telecommunications resources. The contractor shall provide all services and the supplies required to support the NRC in providing day to day telecommunications support services as described herein.

1.3 Objectives

The objective of this IDIQ contract is to potentially acquire a full scope of telecommunications systems support for NRC Headquarters. The objectives for this acquisition may include:

1. Acquire comprehensive operational support services for data, voice, and cable TV/broadband services located in the Headquarters (HQ) buildings.
2. Acquire infrastructure wiring services between devices such as hubs, routers, servers, desktop workstations, televisions, antennas, and telephones.

3. Acquire services to implement new telecommunication requirements as they develop in NRC HQ buildings.
4. Acquire periodic reports such as the status of telecommunications wiring closets, protective distribution systems, emergency telephones, spare telephones/equipment, fax inventory, and Centrex line reports.
5. Acquire services to ensure that disruptions to voice, data, and cable TV distribution systems have minimal downtime and impact on NRC users.
6. Acquire services to manage an accurate, reliable, and complete inventory of Government furnished equipment.
7. Acquire services to ensure an effective quality assurance program that ensures continuous improvement in support of the business needs of the NRC users.
8. Acquire services to administer and maintain the NRC HQ's voicemail system and voice-mail boxes.

1.4 Period of Performance

December 1, 2011 – November 30, 2012 with four (4) Option Years.

2 Current Environment

2.1 Staff Levels

The current NRC level of 5,000 users (including both NRC employees and contractors) is expected to grow at a rate of 3% per year. This growth is not guaranteed but should be considered for planning purposes.

2.2 Work Locations

The contractor shall provide day-to-day telecommunications support services as described herein at the following potential locations. Personnel and square footage numbers are approximate:

Name	Address
One White Flint North (OWFN) Personnel: 1500 Square Footage: 120,000	11555 Rockville Pike Rockville, MD 20852
Two White Flint North (TWFN) Personnel: 1500 Square Footage: 120,000	11545 Rockville Pike Rockville, MD 208520
Three White Flint North (3WFN - "Under Construction" – planned to be completed in 2012) Personnel: 1500 Square Footage: 120,000	11601 Landsdown St. Rockville, MD 20852

Name	Address
NRC Professional Development Center (Interim Location) Personnel: 80 Square Footage: 10,000 Note: This location will eventually close after the new 3WFN building is completed and occupants move into that new building.	7201 Wisconsin Ave., Gateway Bldg., Suite 425 Bethesda, MD 20814
NRC Warehouse Personnel: 6 Square Footage: 720	5008 Boiling Brook Parkway Rockville, MD 20852
NRC Office of Nuclear Material Safety and Safeguards (interim Location) Personnel: 260 Square Footage: 45,000 Note: This location will eventually close after the new 3WFN building is completed and occupants move into that new building.	6003 Executive Blvd. Rockville, MD 20852
NRC Office of Administration (Interim Location) Personnel: 300 Square Footage: 35,000 Note: This location will eventually close after the new 3WFN building is completed and occupants move into that new building.	12300 Twinbrook Parkway Rockville, MD 20852
NRC Office of Research (Interim Location) Personnel: 200 Square Footage: 64,000 Note: This location will eventually close after the new 3WFN building is completed and occupants move into that new building.	21 Church St. Rockville, MD 20850

2.3 Current Operational Environment

The Contractor shall place its personnel at OWFN, TWFN, and 3WFN only and provide support, including O&M of the headend, to the other headquarters offices on an as needed basis as determined by the NRC PO.

The Office of Information Services, Infrastructure and Computer Operations Division, Computer Operations and Telecommunications Branch, (OIS/ICOD/COTB), provides telecommunications services supporting voice, data and video communications at NRC headquarters buildings. The main NRC headquarters complex facility, OWFN, is composed of an 18 story building with four sub-levels and, TWFN, a 10 story building with five sub-levels. The telecommunications infrastructure is supported by an ANSI/TIA/EIA-568A structured cable plant with approximately 600

plus miles of Category 3 and Category 5 unshielded twisted pair (UTP), coaxial and multi-mode fiber optic cables. The physical wiring media provides the physical connection between devices, such as hubs, routers, servers, desktop workstations, televisions, antennas and telephones. This wiring infrastructure supports or connects to the following approximate quantities:

- 7000 network (LAN) drops
- 142 Safeguards LAN and Electronic Safe (SLES) wireless network CAT-6 drops
- 132 count single mode fiber optic backbone cabling (SLES)
- 6000 voice drops comprised of:
 - 4000 Centrex analog lines
 - 2000 Centrex ISDN-BRI lines
- A campus-wide multi-mode (62.5 - 125) fiber optic backbone
- 12 point-to-point DS-3 circuits
- 1 Frame Relay circuit (DS-1)
- 2 Multiprotocol Label Switching (MPLS) circuits at DS-3 line rate
- 1 DS-1 point-to-point circuit
- 26 Primary Rate Interface (PRI) circuits
- 24 Tri-Basic Rate Interface (Tri-BRI) circuits
- Local broadcast video distribution system headend and Cable TV distribution system that spans both OWFN and TWFN
- Cable TV distribution system in interim buildings.
- ADTRAN Voicemail System

The OWFN and TWFN complex is the central hub site of the agency's Wide Area Network (WAN) that consists of multiple Local Area Networks (LANs). The NRC utilizes communications links of various speeds and protocols (OC-3, DS-1, DS-3, Frame Relay etc.) to support the WAN. The WAN supports communications with other Federal Agencies and National Laboratories to enhance and support the agency's corporate data platforms as well as perform complex mathematical and scientific modeling related to the production of nuclear energy and emergency response activities.

The local broadcast video cable distribution system and headend (Hybrid 50-750 Mhz) is a coaxial cable distribution system which collects signals from commercial television programming, local cable TV programming, satellite receiving stations, and locally originated programming. The signal is distributed to individual subscribers within the OWFN and TWFN buildings.

The Cable TV distribution system is a coaxial cable distribution system that distributes local cable TV programming throughout interim buildings.

For voice and metropolitan WAN data services at the headquarters location, the NRC participates in the GSA Washington Interagency Telecommunications System (WITS3) and Federal

Technology Service (FTS2001) and Networx programs that provide for local and long distance telecommunications services to federal customers.

3 Requirements

This section sets forth the roles and responsibilities required to support the NRC Telecommunications System. This SOW provides for day-to-day operational support and telecommunications system implementation projects that require support.

The NRC's PO will provide frequent inputs to the contractor regarding work prioritization.

In compliance with the service level requirements (see below), the Contractor shall provide the technical skills, oversight, and tools necessary to support the NRC's telecommunications services. The Contractor shall provide timely diagnosis and resolution of any maintenance requests that occur as a result of the NRC Telecommunications System failure. The Contractor shall identify, isolate, track, report, and resolve all problems with the NRC Telecommunications Services. The Contractor shall schedule and provide routine preventative maintenance, and to prolong the useful life of all equipment as required by the manufacturer.

Note: For the purposes of this document, references to the NRC's Magic trouble ticketing system should be construed to refer to either that system or any replacement system authorized by the NRC.

All Secure LAN and Electronic Safe (SLES) efforts described within this document have also been included as a possible additional task that may or may not be exercised under the IT Infrastructure and Support Services (ITISS) contract to be awarded in FY 11. The TOSS offeror is required to price SLES support separately in their offer on a monthly basis and the contract will include language allowing the NRC to discontinue the SLES support functions with a notice of one month to the TOSS contractor.

3.1 Basic Contract Services

This section prescribes the work to be performed as well as the technical and operational parameters to be met in satisfying the requirements. This task requires on-site, day to day telecommunications support services at NRC headquarters and the locations listed in the contract as being service locations to provide the following services:

3.1.1 Installation/Repair/Maintenance

The contractor shall:

- Perform reconfiguration, installation, troubleshooting, diagnostics and maintenance of the existing cable infrastructure plant supporting voice, data, wireless networks, local cable TV (CATV) distribution system and video. This task provides for the installation, maintenance, upgrade, expansion, addition and replacement of all cable plant components including but not limited to cable, connectors, termination blocks, equipment cabinets, patch panels, patch cords, work area line cords and telecommunications grounding systems as needed. NRC would provide all products valued in excess of the micro purchase threshold to the contractor as Government furnished property. Products valued up to the micro-purchase threshold may be procured as other direct costs under and individual task order as long as advance written approval was obtained from the NRC PO before the products were procured and funding is obligated on the task order for other direct costs.
- Install, troubleshoot, diagnose and maintain NRC voice, analog and digital, telephone service (dial tone) and all of its component systems and equipment starting at the Service Provider (SP) demarcation point of presence up to and including the telephone instrument.
- Troubleshoot telecommunications systems, equipment and networks. Recommend routine and remedial action to correct failures or shortcomings. Work with the Government's local and long distance service providers to resolve operating issues in response to a trouble request. Perform routine and remedial limited maintenance procedures to the board level.
- Develop and submit a recommendation to the NRC PO for preventive maintenance action plan for those systems under the contractor's purview as directed by this order.
- Install/uninstall audio conference speakerphones as needed by customer.
- Prepare individual orders for new service, reconfiguration of individual lines and provision of new services and features using Verizon Service@oncesm administration system.
- Install, troubleshoot, diagnose and maintain all communications circuits, links, lines and related government furnished equipment (GFE) communications equipment used to support voice and data services/communications.
- Install, troubleshoot, diagnose, and maintain SLES network cabling by using the proper equipment such as fiber-optic tester, fusion splicer, transmission test set, etc. Ensure the correct transmission levels are maintained during installation and after troubleshooting any problems.
- Provide first-look troubleshooting, administration, diagnostics, and maintenance of the NRC voicemail system. Contractor will notify voicemail vendor of any system outages that require in-depth troubleshooting.

Note: This contract does not include troubleshooting, diagnostics and maintenance support for NRC switches, hubs, routers, personal

computer systems, LAN/WAN network administration, or operation and maintenance of LAN/WAN systems such as network hubs, switches, routers or personal computer systems that are supported under the NRC Information Technology Infrastructure and Support Services (ITISS) contract arrangement.

3.1.2 Cable Plant

The contractor shall:

- Maintain the NRC's cable infrastructure supporting NRC voice communications, the LAN/WAN data network, and the broadband video and Cable TV distribution system. This requirement provides for the maintenance of all cable plant components including but not limited to cable, connectors, termination blocks, equipment cabinets, patch panels, patch cords, ground systems and power supplies as needed.
- Provide all tools, software, and equipment necessary to maintain the cable plant and all its components. This includes replacement of damaged components.
- Perform Voice over Internet Protocol (VoIP) and/or Power over Ethernet (POE) technology related requirements.
- Ensure cable infrastructure can support new technology, which will allow vendor to complete Moves, Adds, Changes, & Disconnects (MACDs) if/when this transition occurs.
- Maintain the telecommunications infrastructure database containing cable plant records, telephone and circuit assignments, cable numbers, size, pairs assigned and related information. Recorded information shall include but is not limited to the following:
 - Outlet Number
 - Building/Room
 - Riser Pairs/House Pairs
 - Closet Location
 - Patch Panel Location(s)
 - Hardware component information including: component name, location, model number, version or revision number, serial number, NRC GFE tag number, setup, and hardware and software information such as port number or interrupt.

3.1.3 Cable Drops

The Contractor shall:

- Ensure all cable drops are clearly labeled
- Ensure installation of additional telecommunications cabling as expansion of the existing cable plant supporting new voice, data and video requirements.

- Develop standard cabling configurations; the selection and implementation of new standards (testing, interfaces, multiple access units, wire-types, cable-types, fiber-types, connectors, switches, protocols, etc.).
- Be responsible for the installation and cabling of new telecommunications devices included but not limited to, multiplexers, switches, concentrators, and hubs.

3.1.4 Infrastructure Hardware

The Contractor shall:

- Maintain infrastructure hardware according to the manufacture's specifications.
- Coordinate with other contractors may be supplying manufacturer related support services.
- Procure telecommunications materials and hardware required for the direct support of the telecommunications systems and requirements as described in Section 2.3 of this SOW. See Appendix 1 for a list to include but not limited to the recommended materials may be required to support this requirement.
- Procure the agreed upon hardware under the contract.
- Submit a Purchase Request Authorization (PRA) to the NRC PO for approval to maintain minimum levels of shop stores/spares in support of the requirements of this contract. Each PRA shall include the following information to include but not limited to:
 - Purchase Request Authorization number assigned by the contractor
 - Vendor item description,
 - Unit price
 - Total price
 - Quotes or offers solicited and obtained from other known sources
- The Contractor will be reimbursed for their actual cost of materials, equipment and shipping charges, plus G&A burden, if applicable, but excluding profit/fee.
- The NRC PO shall provide prior written approval to the contractor for all contractor procurement actions under a given task order for purchases of products or services up to the micro-purchase threshold.

3.1.5 Terminal Equipment (handsets, conference phones, faxes, modems, etc.)

The contractor shall:

- Maintain all NRC Telecommunications Services terminal equipment. This includes telephone handsets, conference phones, fax machines and modems. In addition to the general requirements stated in section 3, the contractor shall provide all tools, software, and equipment necessary to maintain the terminal equipment.

3.1.6 Broadband Video /Cable TV Distribution System

The contractor shall:

- Perform installation, limited diagnostics and maintenance and repair of Broadband Video/CATV video distribution cable plant including all of its component systems and equipment from the workstation to the Broadband/CATV head-end.

3.1.7 Voice Mail

The contractor shall:

- Administer and manage the agency voice mail system to include but not limited to:
 - Create, move, delete and manage voice mailboxes
 - Manage and update the voice mail system database
 - Reset voice mail user passwords
 - Manage voice mail box parameters (size, message length, etc.)
 - Provide ad-hoc reports as needed
 - Interface with the NRC customer base to provide assistance in the use of the system and resolve customer voice mail related issues
 - Work with the NRC's voice mail maintenance contractor to perform maintenance and repairs in support of the NRC's goals and objectives for this system.

3.1.8 Moves, Adds, Changes, and Disconnects (MACDs)

The contractor shall:

- Manage and coordinate MACDs for voice, data, Secure LAN/Electronic Safe (SLES), local CATV distribution system, and video services
- Utilize the NRC Customer Support Center (CSC) Magic™ or other agency approved tracking system, to track requests and ensure that all requests for service and problems are responded to in a timely manner and properly closed out in the tracking system when completed.
- Re-assign problems, which are outside of the telecommunications infrastructure, to the CSC for assignment to another support group. The re-assignment of a ticket needs to include ticket information noting the reason for being reassigned (e.g., Network Operations Center, Network Administrator, PC support, etc.)
- Perform order entry activities including using the local service provider's ordering and provisioning system to place requests for MACDs to the existing agency procured local services. The contractor shall confirm receipt of new services, service changes and the disconnect of services based upon a valid NRC order. The NRC currently uses the Verizon WITS 3 Customer Service Web portal, which provides access to Service@oncesm for these purposes.
- Support the installation of future telecommunications components as they are identified and required by the NRC.

3.2 Operations and Maintenance

The contractor shall provide on-site, day-to-day support for the Telecommunications System at NRC Headquarters. Support includes, but is not limited to: managing and administering requests for service, tracking service problems, providing information on configuration changes, and supporting the NRC in planning and implementing Moves/Adds/Changes/Disconnects (MACDs) to the Telecommunications System. The mix of hardware components will change as the telecommunications infrastructure evolves over the period of this contract to meet the NRC's changing requirements.

3.2.1 Customer Service

3.2.1.1 Requests for Service

Requests for Service usually are for a planned future activity. They differ from failures in that they normally do not require immediate response.

The contractor shall:

- Respond to requests for services from the NRC CSC which serves as the primary point of contact for requesting support services from the Office of Information Services (OIS).
- Perform routine services on the Telecommunications System, such as installing, de-installing or moving telephone or workstation cabling. Under normal conditions, these activities shall be completed within five (5) working days of the receipt of the request or as specified in the work order. Employee moves shall be completed within ten working days or as specified in the work order. The NRC may re-prioritize work requests for service as necessary to satisfy the NRC mission.
- Make any necessary agency approved infrastructure changes and be responsible for providing up-to-date Telecommunications System configuration information to the NRC.
- Coordinate the scheduling of work with other groups performing complementary services, i.e. furniture movers, electricians, network workstation and server support contractors, etc. to the extent possible to ensure a successful completion of the service request and a satisfied customer.

3.2.1.2 Trouble Resolution

Troubles with the telecommunication infrastructure are generally reported by users to the NRC's CSC. The CSC Help Desk provides a single point of contact for Headquarters user questions and service requests, coordinates support activities with other support components, and confirms customer satisfaction with service provided. This is the initial point of contact for end-user problem reporting. The contractor will generally receive trouble tickets directly from the CSC, via the Magic™ trouble ticket system and shall respond with the appropriate actions and update the ticket with the appropriate status information.

During the Principal Period of Maintenance (PPM) the contractor shall:

- Provide qualified on-site personnel to identify and correct telecommunications service problems and satisfy the hardware maintenance response and Telecommunications System availability requirements specified in the following paragraphs. For this contract, the Principal Period of Maintenance (PPM) is defined as **6:00am to 6:00pm** Eastern Standard Time, Monday through Friday excluding government holidays.
- Perform trouble and/or fault isolation and diagnostic testing for the Telecommunications System equipment supporting analog and digital voice, data and video requirements. Adjustments or minor repairs that do not interfere with any warranty program are permitted. A complete list of those items under warranty will be provided to the contractor upon contract award.
- Maintenance of all components will be limited to replacing user accessible parts (e.g., system cards, power supplies, etc. that do not require more than the removal of a chassis cover) or entire units as appropriate, or sending units out for repair under warranty or NRC authorized purchase agreements. Contractor performed board-level repairs or repairs requiring specialized tools or equipment will not be requirements as part of this task order.
- Respond to trouble tickets initiated by the CSC and/or notification of an existing trouble by the NRC PO and other parties identified by the NRC PO. In the case of notification of an existing trouble by the NRC PO and other parties identified by the NRC PO, the Contractor shall record the information into the Magic™ trouble ticket system by opening a new ticket for the reported trouble. For those tickets "owned by" or assigned to the contractor, the contractor shall serve as the "customer advocate" and information focal point until the problem is resolved.
- Coordinate with the CSC, the agency customer, and other contractors as required to resolve problems
- Update the trouble tickets to include updated information regarding the status of the repair/restoration.

NOTE: The focal point for prioritizing problems shall be the NRC PO or their formally designated alternate PO. The status of all open telecommunications infrastructure related problems shall be tracked and reported to the NRC PO weekly with plans for resolution.

3.2.1.2.1 Failure Definitions

Maintenance response and service restoration time requirements are dependent on the classification of the failure. There are two failure classifications - critical and non-critical.

- Critical failures are defined as failures of voice or network components that affect more than one user. Excluded are "new" features implemented for less than a week or any

system or telecommunications program that is identified as a "pilot".

- Non-critical failures are those that affect only a single user or new functions under test.

3.2.1.2.2 Escalation Requirements

Response time and efficiency of service restoration affect network availability.

The contractor shall:

- Utilize standard procedures requiring the on-site technician to escalate the priority of a task after one hour of work. For example, if the on-site contractor person has not identified the specific problem and determined the exact fix, or cannot identify the immediate resolution of a problem at the end of the first hour, then they should escalate the situation to their supervisor. If the problem has not been resolved at the end of the second hour, the contractor shall request assistance from the NRC PO.

NOTE: The contractor shall immediately notify the NRC PO or their formally appointed alternate PO of all critical failures.

3.2.1.2.3 Non-critical failures

The contractor shall:

- Restore service within four hours elapsed time within the PPM (or at a later time as approved in writing by the NRC PO). For example, a failure reported to the contractor at 5:00pm on Friday shall be repaired by 9:00am Monday based on one hour Friday (5:00pm to 6:00pm) and three hours Monday (6:00am to 9:00am).

3.2.1.2.4 Critical failures

The contractor shall:

- Prioritize service restoral regardless of the time of day or day of the week.
- Respond within 1 hour to a critical failure that occurs during the PPM.
- Respond within two hours of being notified of a critical failure that occurs outside the PPM.
- Prepare to work until service is restored. If equipment repair would take longer than the replacement of the network component with a functional substitute, the substitute shall be used.

3.2.1.3 Maintenance Reporting Requirements

Whenever the contractor is called to make a repair, the contractor shall:

- Open a trouble ticket in the CSC tracking system. The CSC tracking system is the current, designated problem tracking system at the NRC. In the future, other trouble ticket systems may be developed and used by the NRC.
- Use the CSC tracking system to document maintenance coordination with the NRC and other contractors and, when the problem is resolved, close out the trouble ticket.
- Document all trouble calls and the substitution of equipment using NRC forms and methods to document maintenance calls handled and maintenance actions taken (*The NRC forms and methods will be provided and specified in the Task Orders issued under this contract*). All such documentation shall be monitored for trend analysis and provided in the monthly status report to the NRC PO or their formally appointed alternate PO.
- Obtain written approval from the NRC PO or their formally appointed alternate PO prior to performing maintenance if:
 - The cumulative cost of the repairs exceeds the cost of replacement hardware for the affected service being repaired.
 - The cost to repair is expected to exceed \$200; and/or
 - The estimated problem resolution time is expected to exceed the allowed service

restoration time limits delineated in Section 3.2.1.2.

- There is a need to perform disruptive testing on a marginal circuit or system. The NRC PO will submit an "emergency Technical Change Request (TCR) to the OIS Operations Configuration Control Board (Ops CCB). The Ops CCB will review TCR to assure the proper coordination for maintenance and repair and that all check list items are complete. If there are no issues or problems the TCR should be approved. Other requests where the maintenance /testing can be planned in advance should be submitted to the normal TCR process.
- Provide the following information to the NRC PO for submission of the TCR:
 - Details of the suspected failure
 - Impact the testing will have on users
 - Testing plan including estimated duration

3.2.2 Configuration and Property Management

The contractor shall:

- Develop, implement, document and maintain telecommunications infrastructure database containing telephone and circuit assignments, cable plant records, cable numbers, size, pairs assigned and related information.
- Provide quarterly audit of telephone and circuit assignment inventory to include the following:
 - Compare local inventory records to service provider inventory records. Provide report detailing discrepancies for submission to service provider for invoice correction.
 - Update inventory circuit report detailing circuit identification number(s), location (building and room number), system supported and system administrator and telephone number.
- Develop and maintain telecommunications system, project drawings, as well as as-builts depicting the routing of cables, placement of terminals, splice points, and all major telecommunications system components.
- Perform routine regularly scheduled inspections, testing and reporting of certain cable plant networks and safety equipment; i.e. elevator emergency telephones, secure cable plant Protected Distribution System (PDS), Firestop, etc.
- Develop and submit to the Government a recommendation for preventive maintenance action plan for those systems under the Contractor's purview as directed by this order.

- Develop a list of materials and hardware recommending minimum levels of shop stores/spares to establish a minimum cache of spare parts to support the requirements of this contract.
- Perform inventory management, and warehousing distribution functions for all materials and hardware supplied by the NRC for the contractors use, infrastructure items permanently/temporarily under the contractors control and items procured by the contractor for the NRC.
- This activity covers all information processing for assets within the supply chain such as order taking and placement, receipt and issue, warehousing, location of inventory, inventory management, warranty information management, asset visibility and tracking, electronic commerce links, supply chain decision support tools and providing advice to all in the supply chain.

3.2.3 Facilities

The contractor shall:

- Keep all NRC facilities free from obstructions and practice safe work practices.
- Provide weekly reports on the status of telecommunications wiring closets.
- Maintain equipment according original equipment manufacturer specifications.

3.3 General Management Requirements

3.3.1 Assurance

The NRC is very concerned that the support supplied by the contractor shall be of the highest possible quality. To ensure the highest possible quality, the contractor shall address quality as an implied component of all other tasks and services requested in this statement of work and delivered throughout the life of the contract.

NRC's goal is to provide the highest customer satisfaction to its end-users, its licensees, and the general public accessing NRC systems. The contractor shall provide support that enables highest possible level of quality to be attained. Workmanship performance for all contractor efforts shall comply with current government and industry standards delineated in Section 8 of this IDIQ SOW.

The contractor shall utilize a quality assurance program through which all products and services must pass prior to delivery to the Government. The contractor shall establish quality assurance methods and procedures which demonstrate a commitment to ensuring the ability to deliver to the Government the best quality products and services, and in developing improvements in performance, productivity and management of this contract. The contractor's quality assurance program shall establish, document and maintain a system of records to allow the monitoring of the quality assurance program effectiveness. The records shall be maintained at the contractor's task site(s) location. Access to such records will be provided to authorized the NRC PO.

Quality assurance records maintained will document the quality assurance process the contractor followed to ensure that all tasks, including all products and services under each task, represented the best product the contractor was capable of delivering.

3.3.2 Drawings

The contractor shall, upon completion of each task/project requiring changes to the telecommunications infrastructure, update the existing NRC as-built drawings with Microsoft Visio to show the changes to the floor-plans, routing of cables, placement of terminals, all splice points, and all major components in accordance with the work request.

3.3.3 Construction Requirements

The contractor may be required to install outlets, connectors and cable terminations in the NRC facilities as prescribed in references listed in Section 8, Standards and References. This may include installation in walls, workstation conduits or troughs. The contractor shall use care and adhere to applicable safety standards in the removal and replacement of ceiling tiles. The contractor shall repair and return to original condition, all surfaces (to include, but not limited to floors, walls, ceilings, doors and windows) which are damaged or marred by contractor personnel.

The contractor shall ensure all work areas are left broom-clean and free of debris at the end of each task or workday. Upon completion of the project, all tools, equipment, and excess materials shall be removed from the work site by the Contractor.

3.3.3.1 NRC Building Permit Authorization (Facility Services)

The contractor shall obtain an NRC Building Permit Authorization from the NRC PO or their formally designated alternate PO prior to the use of all chemicals, welding, soldering, work on or near fire alarm systems, construction, renovations, building alterations, and any other work which may disrupt building occupants.

3.3.3.2 NRC Low-Voltage Permit Authorization (Montgomery County)

The contractor shall obtain a Low-Voltage Permit Authorization from the Montgomery County, Maryland government permit office whenever cabling is installed during construction/renovation projects in TWFN and interim buildings.

3.3.4 Telecommunications Facilities Management

3.3.4.1 Housekeeping

The contractor shall ensure all telecommunications facilities and storage areas are maintained in a clean and orderly fashion, broom-clean and free of debris and trash. The contractor shall inspect all telecommunications facilities weekly to ensure:

- Debris and trash have been removed
- Lighting is operational
- Locks are operational
- Floors are broom-clean and free of debris and trash

The contractor shall request support from the NRC PO for NRC building services for all maintenance and repairs of building items in telecommunications facilities such as lighting, locks and floor clearing. The contractor shall provide status of each room including all pending maintenance and repairs actions on a weekly basis by email to the NRC PO.

3.3.4.2 Telecommunications Facilities Physical Security

The contractor personnel must ensure that the Telephone Closet doors must, remain closed at all times. Telephone and CPU Room (LAN Wiring Closets) are not to be propped open at any time unless required to complete ongoing work. These facilities are not to be left unattended for any reason while doors are propped open.

The contractor must inspect all Telephone Closet doors inspecting all badge readers weekly to ensure their proper operation and notify the NRC PO by email at the completion of each week's inspection. Reporting format will be provided by the NRC PO.

Telecommunications Equipment Rooms (OP 1-11 and TP2-11 and Telephone Closet doors) may not be propped open at any time unless required to complete ongoing work. These facilities may not be left unattended for any reason while doors are propped open.

The Office of Administration, Division of Facilities and Security, Security Branch (DFS/SB) may issue a security infraction to contractor if it does not adhere to the security requirement to keep the telephone closet doors locked when responsibility for having left a Telephone Closet or CPU Room door can be assigned to a specific individual. Management Directive 12.1, Part V, "Infractions and Violations," (A)(2)(a)(I), (ii) contains the policy by which NRC and contractor employees may be issued a security infraction for "failure to comply with NRC security requirements and procedures." Additional information regarding the security of these facilities may be found in NRC Management Directive, Volume 12, "Security NRC Facility Security Program Handbook 12.1 Part III."

3.3.5 Equipment Repair

The contractor shall coordinate, through the NRC PO or their designated alternate PO, the repair of telecommunications equipment according to instructions received from the appropriate manufacturer or vendor. The contractor shall maintain a record and monitor the status of all telecommunications equipment returned to the manufacturer or vendor for repair or replacement, until restored to operation.

3.3.6 Project Management and Reporting

The contractor shall provide personnel resources, management systems, and facilities to successfully plan, organize, staff, direct, and control the work effort for the implementation of this contract.

The contractor shall maintain relevant task and project data within the NRC's Enterprise Project Management (EPM) system, participate in weekly meetings with other support contractor help desks, weekly meetings with the NRC PO and other formal meetings as required by the NRC PO. The Contractor shall provide daily "Plan of the Day" reports to the NRC PO in advance of planned activities, as well as monthly progress and financial performance information for all activities under the contract in the Monthly Technical and Financial Status Reports.

3.3.7 Staffing

The contractor shall provide the NRC PO with a roster of its personnel assigned to respond to after-hour's requirements and emergencies. The contractor would be contacted by the NRC PO or Alternate PO, and the contractor shall then be responsible for contacting its on-call personnel.

3.3.8 Contractor Conduct

3.3.8.1 Performance and Conduct

The contractor shall perform all work under this acquisition in a professional manner. The Government reserves the right to require the contractor to remove any contractor personnel that are identified by the NRC PO or Alternate PO as not conforming to required safety standards, who is officially cited for performing or acting in an objectionable manner, thus effecting the work or safety of others, breaching security requirements or otherwise is considered by NRC to pose significant risk to the NRC and/or personnel in the contractor's work environment. Such notice will normally be presented in writing by the contracting officer (except in cases of emergency or in cases where NRC staff are in potential danger).

The Government has a zero tolerance for sexual harassment. Contractor personnel shall therefore be expected to refrain from any behavior that may be considered to be sexual harassment, e.g. sexual advances and/or harassing any building occupants or other offensive conduct.

3.3.8.2 Safety Standards

The contractor shall adhere to Public Law 91-596, 1926.956, 1910.146 Occupational Safety and Health Administration (OSHA) standards, and Telecommunication Standard 29CFR 1910.268, as well as local government fire and safety regulations for the applicable NRC site.

3.3.8.2.1 Mishap Reporting

The contractor shall report to the NRC PO or Alternate PO all Contractor related mishaps which results in personal injury, Government property damage, and/or financial loss due to the work performed. The contractor shall, in coordination with the NRC PO or Alternate PO, secure the mishap scene and impound immediately the wreckage and all related documentation until released by the Government Investigating Safety Office. Such release will be accomplished through the NRC Safety Officer. The contractor shall cooperate with the Government, as required, in the mishap investigation by all Government organizations.

3.3.8.2.2 Safety and Health

The contractor shall, through coordination with the NRC PO or Alternate PO, meet with local Safety and Bioenvironmental Personnel during the site surveys to determine any potential issues with the projected work areas that may contain asbestos, hazardous materials, or hazardous wastes. The contractor shall follow applicable laws, regulations or other procedures that pertain to safety and health.

3.3.8.2.3 Safety Requirements for Construction

The contractor shall obtain an NRC Building Permit Authorization from the NRC PO or Alternate PO and approval from the NRC PO or Alternate PO prior to any trenching, digging, excavating or any other work which may disrupt building occupants.

The contractor shall also contact Miss Utility at least 5 days in advance of the planned work to allow time for marking. If a utility line is accidentally damaged (nicked, scraped or broken), dislocated or disturbed, call the appropriate utility company immediately (DO NOT call Miss Utility) for inspection and repair. After the appropriate utility has been notified, contact the Security Emergency Line on 415-2000 and the NRC PO or Alternate PO.

The contractor shall ensure all open trenches and open holes are properly protected by use of barricades and warning signs. At night, the installed barricades shall be equipped with a flashing light. The contractor, through the NRC PO or Alternate NRC PO, shall coordinate with the local Safety and Health Officials (for procedures and testing on entering confined spaces) prior to entry into any confined spaces (e.g., manholes, tunnels, vaults, etc.) and take necessary precaution(s) as required.

3.3.8.2.4 Disposal of Waste Material

All Government-owned condemned or salvageable materials and all debris resulting from the execution of a Government site via this contract shall be disposed of by the contractor as follows:

3.3.8.2.4.1 Disposition of Recovered Material

Contractor shall dispose of all Government-owned, condemned materials recovered in the course of the performance of this contract as directed by the NRC PO following local government procedures. In no case shall salvageable materials be disposed of in Government waste containers.

3.3.8.2.4.2 Debris

The contractor shall remove all debris and scrap wire and installation materials generated in the performance of this specification on a daily basis. Trash/debris not authorized by the Office of Administration to be disposed of in Government waste containers shall be disposed of off-site, as needed following local government procedures.

3.3.9 Unique Services

Services needed to support the other HQ locations are unique as compared to services provided to support the existing HQ locations since it may involve design and technical expertise in multimedia/audiovisual, IT/telecommunications, Cable TV distribution, building security, and acoustics as they apply to facility or campus space planning and telecommunications infrastructure design and engineering.

3.3.10 Contractor Supplied Supplies and Services

The contractor shall furnish all personnel, supervision, management, test equipment and tools. The contractor shall mark all company tools with a company tag as appropriate. Installation, maintenance materials and parts required for contractor personnel to perform work on this contract will be procured by the contractor as delineated in Section 3.

3.3.11 Clean Up

The contractor shall maintain his installation and storage areas free from accumulation of waste material and rubbish. Upon completion of all work or the end of the work day, all tools, equipment, and materials shall be stored in a secure area. After completion, the work areas shall be left in a clean and unobstructed condition.

4 Resources

4.1 Tools

The contractor shall provide all tools and test equipment required to meet the requirements of this contract.

4.2 Documentation

The NRC PO or Alternate PO will provide the contractor with all available documentation, software manuals, diagnostic routines, warranty information, equipment configurations and any other available information necessary to perform service under this contract. All documentation provided to the contractor will remain the property of the NRC.

5 Hours of Work

5.1 Regular Hours

The contractor shall maintain a staff and office telephone coverage within the Headquarters buildings during the Principal Period of Maintenance (PPM).

In addition, installations may be scheduled outside of the PPM to avoid service interruptions. These will be scheduled ahead of time and agreed to in writing by the NRC PO.

NRC closes to observe the following holidays, and no contractor performance would be required on these holidays (or other days that may be specified by the Government to observe those holidays):

- a. New Year's Day
- b. Inauguration Day
- c. Martin Luther King Day
- d. President's Day
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. Christmas Day

Should any additional holidays or days off be granted on a one-time basis by the President of the United States or by the NRC for a full or partial day, then the contractor would not be required to work on those days. Should the U.S. Office of Personnel Management (OPM) or other authorized Government official/agency announce the closure of the Federal Government or of the Headquarters buildings for full or partial days for causes such as inclement weather, the contractor shall be required to provide essential staffing necessary to maintain and protect the facilities.

5.2 On-Call Requirements

Outside of the PPM, the contractor shall provide on-call personnel that can be on-site within two hours of being notified by the NRC PO or alternate PO. On-call personnel shall be contacted by the contractor after receiving a request from the NRC PO.

6 Reimbursable Contract Services for New Locations

It is planned that the new 3WFN building will have approximately 1300 workstations.

When the new NRC work site is established, the contractor is expected to provide resources for the potentially increased work level without sharing the day-to-day resources assigned to the current NRC locations. In addition, the work at a new site may warrant a skill set not normally needed to support the day-to-day requirements at the existing NRC locations. This may involve design and technical expertise in multimedia/audiovisual, IT/telecommunications, building security, and acoustics as they apply to facility or campus space planning and telecommunications infrastructure design and engineering.

Additional tasks may be required that may involve, but not limited to, limited development and integration work.

7 Performance Measures

The contractor will provide monthly Service Level Requirement (SLR) reports providing summary metric data and supporting details against each of the SLRs defined below. Each measured component will be reflected as "on plan" if it meets or exceeds the defined performance targets, and as "below plan" if it fails for any reason to meet the defined performance targets. Any measures that are deemed as "below plan" must be accompanied with a detailed explanation of the incidents and/or event(s), root cause(s) and both short and long-term remediation plans. The defined SLRs may be re-evaluated annually and may be modified by bilateral modification to the contract

Service Level Requirements

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
1	Availability of Telecommunications Infrastructure Services (phones, cables, etc.) - exclusive of 3 rd party carrier outages - e.g., Verizon, AT&T, etc.	Service is available to customers 0600 – 1800 (ET) M-F. Contractor owns service availability to demarcation with 3 rd party carrier(s). Contractor owns tracking the issue to successful closure regardless of root cause or origin of problem.	Amount of time service is available during performance period	Available during agreed performance period	Maintain at least 99.90% availability per month Formula: Number of Minutes of Up-time during agreed upon service period (exclusive of agreed upon maintenance period) / Total Number of Minutes during agreed upon service period	Performance Monitoring and Statistics Incident and Problem Records
2	Time to fulfill service requests (routine services-installations, disconnects, relocation telephones, work station cabling)	Service requests received by 1800 (ET) M-F are fulfilled in a timely manner	Elapsed time from date / time a request is logged to fulfillment	≤ 1 full business day from initial request for service	Meet performance target for at least 95% of service requests Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Service Request records Incident Records
3	Time to fulfill service requests (routine voice mailbox adds, changes, deletes, password administration, etc.)	Service requests received by 1800 (ET) M-F are fulfilled in a timely manner	Elapsed time from date / time a request is logged to fulfillment	≤ 1 full business day from initial request for service	Meet performance target for at least 95% of service requests Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Service Request records Incident Records

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
4	Time to resolve employee move service requests	Employee move requests received by 1800 (ET) M-F are fulfilled in a timely manner	Elapsed time from date / time a request is logged to fulfillment	≤ 10 business days from initial request for service; or specified in work order for requests received > 10 days in future	Meet performance target for at least 97% of employee move service requests Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Service Request records Incident Records
5	Event escalation and notification for failures, outages, and other exception events	In the event of exception events, the appropriate Agency personnel are notified in a timely manner	Amount of time for notification of exception events to appropriate Agency personnel	Notification within 15 minutes of failure per appropriate escalations, analysis and updates hourly.	Meet performance target for at least 97% of events escalated. Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records
6	Incident Response time – initial attempt to contact	Incidents that occur between 0600 – 1800 (ET) M-F are responded to in a timely manner	Elapsed time from incident notification to Incident response	≤ 30 minutes from initial attempt to contact (inside Principal Period of Maintenance PPM); ≤ two (2) hours of initial attempt to contact (outside PPM)	Meet performance target for at least 95% of tickets Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
7	Severity 1 Tickets Closed - Acceptable time to resolve major outage issues that impact multiple users.	<p>Severity 1 Tickets received from 0600 – 1800 (ET) M-F are resolved and closed in a timely manner</p> <p>Severity Level 1 Definition: Emergency/Urgent Critical Business Impact The Incident has caused a complete and immediate work stoppage affecting a Critical Function or Critical Infrastructure component such that a primary business process or a broad group of users such as an entire department, floor, branch, line of business, or external customer. No work around is available. Examples: Telephone outage</p>	Time elapsed from the initiation of the service desk incident until service is restored	<p>≤ 2 business hours from initial reporting of incident (inside PPM);</p> <p>≤ 4 business hours from initial reporting of incident (outside of PPM)</p>	<p>Meet performance target for at least 95% of tickets</p> <p>Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained</p>	Incident Records

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
8	Severity 2 Tickets Closed - Acceptable time to resolve issues that cause significant degradation of performance and affect ten or more users.	Severity 2 Tickets received from 0600 – 1800 (ET) M-F are resolved and closed in a timely manner Severity Level 2 Definition: High Major Business Impact A business process is affected in such a way that business functions are severely degraded, multiple users are impacted, a key customer is affected, or a Critical Function is operating a significantly reduced capacity or functionality. A Workaround may be available; however the Workaround is not easily sustainable.	Time elapsed from the initiation of the service desk incident until service is restored	≤ 4 business hours from initial reporting of incident (inside PPM); ≤ 6 business hours from initial reporting of incident (outside of PPM)	Meet performance target for at least 95% of tickets Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records
9	Severity 3 Tickets Closed - Acceptable time to resolve issues that cause minor degradation of performance and affect less than ten users.	Severity 3 Tickets received from 0600 – 1800 (ET) M-F are resolved and closed in a timely manner Severity Level 3 Definition: Medium Minimal Business Impact A business process is affected in such a way that certain functions are unavailable to end users or a system and/or service is degraded. A Workaround may be available. Examples: Telecommunication problem (e.g. PBX digital/analog card)	Time elapsed from the initiation of the service desk incident until service is restored	Standard: ≤ 8 business hours from initial reporting of incident VIP 1: ≤ 1 business hours from initial reporting of incident VIP 2: ≤ 1 business hours from initial reporting of incident	Meet performance target for at least 95% of tickets Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
10	Severity 4 Tickets Closed - Acceptable time to resolve issues that have no operational impact or are related to "how-to" requests.	Severity 4 Tickets received from 0600 – 1800 (ET) M-F are resolved and closed in a timely manner Severity Level 4 Definition: Low Minimal Business Impact An Incident that has little impacts on normal business processes and can be handled on a scheduled basis. A Workaround is available or there is minimal negative impact on a user's ability to perform their normal daily work. Example: Preventive Maintenance	Time elapsed from the initiation of the service desk incident until service is restored	< 3 business days	Meet performance target for at least 95% of tickets Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records
11	Completeness and accuracy of Incident record information	Maximize accuracy of Incident record information	Completion of required information in the Incident Record	98% of incident records have all required information completed and information is accurate (random review of incident records each month)	Meet performance target for at least 92% of reviewed records Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
12	Customer Satisfaction	Maximize customer satisfaction levels	User satisfaction survey – 15% of tickets scored per month. (Sampling must be random)	Minimum overall score of 4 on a 5 point scale	Meet performance target for at least 95% of surveyed tickets Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Incident Records
13.1	Adherence of projects to agreed schedule	Minimal deviation from project schedules	Projects meeting established milestones	Milestones achieved at, or prior to, each pre-established deadline	Meet performance target for at least 95% of project milestones Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	MS Project records Enterprise Project Reporting
13.2	As required for projects covered under SLR 13.1: Perform adequate levels of testing prior to introduction into the production environment	Assurance of quality for new technologies, prior to their introduction into the production environment	Number of users that report incidents / problems / errors due to deployment of new technology.	Total users who report errors due to a new release (in the production environment)	Ensure that < 1% of users encounter errors due to the release of a new technology Formula: Number of users who report incidents / problems / errors ÷ Total number of users directly affected by deployment = Service level attained	Performance Monitoring and Statistics Incident Records

SLR	Definition	Desired Outcome	Service Measure	Performance Target	SLR Performance	Monitoring Method
14	Provide relevant daily, weekly and monthly reporting information for all report requirements	Reports are completed, and submitted to NRC PO or Alternate PO, in a timely manner	Timeliness and completeness of reporting	Weekly report completed by close of business Monday of following week; Monthly report completed by 7th business day	Meet performance target for at least 90% of requests Formula: Number of instances within performance target ÷ Total number of instances during measurement interval = Service level attained	Weekly, Monthly, and quarterly reports Weekly, monthly, & quarterly reports

8 Standards and References

Adherence with the current editions of the following standards and references is required:

Telecommunications Industry Association/Electronic Industries Alliance (TIA/EIA):

TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant B OFSTP-7 (February 2002)

TIA-526-14-A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant B OFSTP-14 (August 1998)

TIA-568-C.1 Commercial Building Telecommunications Cabling Standard Part 1: General Requirements (February 2009)

TIA-568-C.2 Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components (April 2010) Errata

TIA-568-C.3 Optical Fiber Cabling Components Standard (June 2008)

TIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces (May 2009)

TIA-570-B Residential Telecommunications Cabling Standard (January 2009)

TIA-598-C Optical Fiber Cable Color Coding (January 2005)

TIA-606-A Administration Standard for Commercial Telecommunications Infrastructure (November 2008)

J-STD-607-A Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (October 2002)

TIA-758-A Customer-Owned Outside Plant Telecommunications Cabling Standard (August 2004)

BICSI: Telecommunications Distribution Methods Manual (TDMM), Current Edition

BICSI: Information Transport Systems Installation Methods Manual,
BICSI: Wireless Design Reference Manual

National Electric Code (NEC): NFPA-70, Current Edition

Federal Information Processing Standards

AFED-STD 1037B Glossary of Telecommunications Terms
NRC Telecommunications Cabling Systems Design Manual (TCSDM)

In accomplishing the work specified herein, the contractor may uncover situations where referenced or non-referenced industry standards, specifications, and criteria have conflicting guidelines. In such situations, the contractor shall be responsible for recommending to the NRC the applicable standards, specifications or criteria obtaining approval from the NRC PO and then contacting the contracting officer in writing to request and obtain a modification to the contract before proceeding with performance.

9 Appendix 1

MONTHLY INVENTORY SHEET

Inventory 05-31-10						
ITEM ID	ITEM DESCRIPTION	MINIMUM QTY	ACTUAL QTY	LOC	NRC#	Condition
ISDN	7507 Telephone	25	92	P1-12, P5		
ISDN	8510 Telephone	25	144	P1-10,P1-12,P5		
ISDN	8610 Telephone	50	96	P1-10, P1-11, P5		
ISDN	8620 Telephone	25	13	P1-12		
ISDN	6220-TSG-DD Telephone	5	8	P1-12		
ISDN	6220 Telephone	N/A	9	P1-13		
ISDN	6210 Telephone	N/A	30	P1-12, P5		
ISDN	8520 Telephone	2	7	P1-13		
2WEX	Wireless Polycorn Shure Phone	Special Order	1	P1		
	Microphone	Special Order	1	P1		
	Phone-BCN ADT	N/A	2	P1		
Analog	AAstra 9316CW	50	127	P1-22,P1-21		
Analog	AZ589E	N/A	14	P5		
Analog	AAstra 8004	N/A	5	P1-10		
Cable	Cat.6 Assy Gray Snagless 20ft	N/A	30	P-1		
Cabe	Cat.6 Assy Gray Snagless 10ft	N/A	20	P-1		
Cabe	Cat 3 Remaining	10,000	152,000	P-5		
Cable	Cat 5 Remaining	10,000	127,000	P-5		
Cable	Rolls Cat 6 Cable White	2	0	P-5		
Cable	Rolls DS3 Cable Coax Duplex	1	2	P-5		
Cable	Belden Cable Grey (305 MKR)	1000	0	P-1		
Cable	Cross Conn. Cable single pr	3	1	P-1		
Cable	Cross Conn. Cable 3 pr	3	3	P-1		
Ca	Lanmark 2000 CAT6/CMP	1000	0	P-1		
Cable	25' BLK RG6 Cable	N/A	1	P-1		
Senco	Cat.6 Plug/Sol/Str	N/A	1	P-1		
CT4-Box-02	Single Gang Box White	35	70	P-1		
CT4-Box-04	Single Gang Box Grey	35	90	P-1		
CT8-Box-02	Double Gang Box White	10	14	P-1		
CT8-Box-04	Double Gang Box Grey	10	0	P1-2A, P1-2D		
CT4-FP-02	Single Gang Faceplate White	25	5			
CT4-FP-04	Single Gang Faceplate Gray	25	9	P1-2C		
CT8-FP-02	Double Gang Faceplate White	25	5	P1		
CT8-FP-04	Double Gang Faceplate Gray	25	9	P1		
Amp	Faceplates Single Gang 2-port White	N/A	28	P1-4B		
CT-C5-05-02	Angled Double Cat5e Jacks White	20	0			
CT-C5-05-04	Angled Double Cat5e Jacks Grey	40	0	P1-3A, P1-2B		
CT-A-FA-01	Angled Single Coax Jack Black	N/A	8	P1-2B		
CT-A-FA-02	Angled Single Coax Jack Grey	5	0	P1-2B		
CT-A-FA-04	Angled Single Coax Jack White	5	0	P1-2B		
CT-BLNK-01	CT Coupler Blank Black	N/A	17	P1-2B		
CT-BLNK-02	CT Coupler Blank White	20	360	P1-2B, P1-3A		
CT-BLNK-04	CT Coupler Blank Grey	20	0	P1		
MFB1	Furniture Bracket Modular	20	0	P1-2C, P14A		
RG-6-F-89-160	Ideal Compression F Connector RG-6	N/A	114	P1-2B, P1-4A		
RG-6-F-89-160P	Ideal compression F connector RG-6 plenum	N/A	50	P1-2B		
RG-11-F-89-11	Ideal Compression F Connector RG-11	N/A	30	P1-4A		

	Jasco 41N/AV.SLCTR. W/3.5MM	N/A	1	P1		
F Coupler	F-Type Coupler	N/A	73	P1-3B		

Appendix 1 (cont'd)

ITEM ID	ITEM DESCRIPTION	MINIMUM QTY	ACTUAL QTY	LOC	NRC#	Condition
RJ11-6-Pin Mod	RJ11 Modular Ends	20	2495	P1-2B, P1-3A		OK
RJ45	RJ 45Modular Ends	20	250	P1-2B		OK
Roll	1 Pair Jumper Wire Rolls	10	54	P1-4D		
Roll	2 Pair Jumper Wire Rolls	10	17	P1-4D		
Roll	3 Pair Jumper Wire Rolls	10	30	P1-4D		
NT1B-300	Lucent Tech NT1B Cards	N/A	63	P1-3C		
NT1P-230	Lucent Tech NT1P Cards	10	16	P1		
GP-230-NT1	SEI NT1 Cards	15	173	P1-3C		
GP	F/PLG-RCA Jack	N/A	2	P1		
GP	F/PLG-BNC Jack	N/A	2	P1		
Flash Cards	PanaFax Upgrade Office Tech 2 MB	2	7	P1-2B		
HD5-48	48 Port Cat5e Patch Panel	2	19	P1		
HD5-24	24 Port Cat5e Patch Panel	4	4	P1		
616MMSC	Adapter Plate Fiber Optics	N/A	10	P1-2C		
GRP110 NF 112	Expandable Braided Non Fraying Sleeve	N/A	0	P1-4B		
CP 620	Hilti Fire Foam	4	10	P1-4C		
CP 606	Hilti Flexible Firestop	4	19	P1-4C		
CP 618	Hilti Firestop Putty	6	4	P1-4C		
AA539	Nelson Firestop Saicone	4	24	P1-4C		
	Fire Wool	1	3	P1		
	Tube Fire Stop Sealant	N/A	30	P1		
	Fire Stop Pillows	5	3	P1		
CP 25WB+	3M Fire Barrier	4	12	P1-4C		
Wire	10 AWG Ground Wire	1	1	P1-3D		
C4	04 Clips 110	50	280	P1-3C		
	CA 5 Couplers Grey	10	280	P-1		
	Modular Telephone Plugs	N/A	2500	P-1		
SEI	SEI Battery Pack-8u	Special Order	2	P1-3B		
SEI	SEI Power Rack	Special Order	1	P1-3B		
AX1004	Belden Fiber 1 RU Rack Mount	Special Order	3	P1-5A		
AX100223	Belden MDVO Adapter Strip 12 Port	Special Order	3	P1-5A		
PSM2095	Chief Mounting bracket	Special Order	1	P1-5A		
RC9AMDTCBK	Wiremold Corn Poke Thru Assy	Special Order	2	P1-5C		
9X3006-143	Sea Gate Hard Drive 73 GB	Special Order	1	P1-5C		
LEI500A-UTP	Black Box Crossover Media Converter	Special Order	1	P1-5C		
LEI505A	Black Box Economy Media Converter	Special Order	1	P1-5C		
OC 60-550B	Blonder Tongue Output Combiner	Special Order	1	P1-6A		
CH1700A-SC	Black Box 100Base-TX to FX Media Converter	Special Order	3	P1-6B		
110 Caps	110 Caps	20	200	P1-2C		
Roll	Spiral Wrap	3	0	P1-7D		
SC	Fiber plugs/caps	20	100	P1-2C		

Appendix 1 (cont'd)

ITEM ID	ITEM DESCRIPTION	MINIMUM QTY	ACTUAL QTY	LOC	NRC#	Condition
Handset	Walker Hearing Aid	Special Order	7	P1-3B		
Handset	Analog Handsets	N/A	7	P1-3B, P13E		
Handset	Softalk Large	2	0	P1-3B		
Handset	Softalk Small	2	0	P1-3B		
Handset	Untangler cords	N/A	2	P1		
Handset	GE Handset Cord DE	N/A	1	P1		
	Twist Erase Expres	N/A	1	P1		
Box	Black Cords	N/A	1	P1-4E		
Box	Assorted Fiber Patch Cords	N/A	0	P1-3E		
Bucket	Ideal 210 Tensile String Bucket	1	0	P1		
S1 10-RWM2-01	Rack Mount Cable Manager	Special Order	2	P1-5A		
100-6569	Cable Manager Cover	Special Order	10	P1		
CT-PNL-16	16 Port Panel 8 Coupler	Special Order	0	P1-5A		
CT-PNL-32	32 Port CT Patch panel	Special Order	12	P1		
Boxes	Assorted Gender Changers DB25,DB15,DB9	N/A	5	P1-5B		
Cable	Cable Manager Cover Black	Special Order				
RC9	Poke THRU covers	N/A	13	P1		
Cart	Cart Wheel	N/A	0	P1-6D		
DSC-1024 HD	Sony Digital Scan Converter	N/A	1	P1-6A		
OC 60-550B	Blonder Tongue Output Combiner	Special Order	1	P1-6A		
Blonder	Tongue 0016 output combiner	Special Order	2	P1-5A		
AP60-550B	Blonder Tongue Agile Processor	Special Order	1	P1-6A	79308	
	AM60-550B					
	Surge Protector					
	Q1271-69751-HF					
	SWJ-100A					
	EZXS88W					
	CLMC15SE					
	2200-16155-001					
	MX873A					
	Cable					
	Cable Red Stranded Roll 600 ft					
	D-Rings Assorted D Rings					
	2RM5110 110 Cable Manager					
	51 10-RWM-1 Cable manager					
	2215-08631-001					
	610-0531-02					
	500843					
		EF2241				
	EF2280 Polycom Vortex					
	VSU 3566-C					
	MGC-25 Polycom					
	Tandberg Tracker					
Box	Patch Cord Red 25ft. Box					

Appendix 1 (cont'd)

ITEM ID	ITEM DESCRIPTION	MINIMUM QTY	ACTUAL QTY	LOC	NRC#	Condition
	Box Patch Cord Red 5ft. Box					
	Box Patch Cord Red 3 ft. Box					
	38623 Hilti Ceiling Cable Manager Hooks					
	UG-3313 Toner Cartridge					
	OF-5520 Toner Cartridge					
	HP C4151A					
	HP C4150A					
	HP C4152A					
	HP C4154A					
	HP 8500 Toner (Can)					
	HP C4154A					
	Box 1 inch Panduit White					
	Box 3/4 inch Panduit White					
		OF 8000				

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Attachment B – Labor Category Standards

PROPOSED CATEGORY DESCRIPTIONS	EDUCATION AND/OR EXPERIENCE
PROJECT MANAGER	Ten (10) years of experience and a bachelor's degree in a technical discipline relating to the required service with at least eight years in the management of voice and data telecommunications systems. Specialized experience includes: substantial telecommunications project development and management from inception to deployment, proven expertise in the management and control of funds and resources, demonstrated capability in managing multiple tasks in telecommunications support.
SR. COMMUNICATIONS ANALYST	Bachelors Degree with a minimum of eight (8) years business experience in the computer systems, communications or systems integration related fields. Three years minimum Project Management experience. Bachelor's degree required. One year of relevant professional experience may be substituted for each year of college education.
COMMUNICATIONS ANALYST	Bachelors Degree with a minimum of five (5) years experience in telecommunications, with emphasis in network design, traffic engineering, equipment, and telecommunications carrier practices and procedures. Knowledge of traffic flow and client requirements, operating procedures, and traffic study techniques are essential. Desire experience in performing technical and economic studies of existing telephone systems. Capable of conversing with technical and managerial personnel to determine applicable programs, agency plans, and other factors affecting telecommunications systems design requirements. One year of relevant professional experience may be substituted for each year of college education.
VOICE MAIL ADMINISTRATOR	7 years operations, administrating and monitoring LAN system Antidpate 2011 graduation for Assonate Degree as Network Specialist 2011. Proficiency with NetVanta Voicemail System along with Help Desk In-house Data Base systems. Certification in administration and maintenance of the NetVanta Voicemail System. Have excellent customer service skills. Experience in using personal computers and the Microsoft Office Suite Products.
SR. TELECOMMUNICATION TECHS	Associates Degree and a minimum of ten (10) years experience in installation, repair, and maintenance of electronic computer based systems with four (4) years experience in the areas of voice and/or data transmission facilities. Direct work experience with various transmission media including two and four wire transmission, microwave, fiber optics, satellite, and other. Four (4) years of experience in the direct testing, evaluation, and quality assurance of voice or data networks. Minimum of 3 years experience in installation of cable and wire systems. Certification with Cat 5 and/or CAT 6 cabling systems. One year of relevant professional experience may be substituted for each year of college education.
TELECOMMUNICATION TECHS	High school graduate and have a minimum of five (5) years experience in installation, repair, and maintenance of electronic computer based systems and four (4) years experience in the areas of voice and/or data transmission facilities. Direct work experience with various transmission media including two and four wire transmission, microwave, fiber optics, satellite, and other. Two (2) years of the required experience must be in the direct testing, evaluation, and quality assurance of voice or data networks. Minimum of 3 years experience in installation of cable and wire systems. Certification with Cat 5 and/or CAT 6 cabling systems.
PROJECT ADMINISTRATOR	Qualifications: High School graduate or equivalent. Eight (8) years minimum business experience in clerical fields, desirable. Must be literate in personal computers to include Microsoft Word, Excel, Power Point and other data base systems. One year of relevant professional experience may be substituted for each year of college education.
TECHNICAL DRAFTSMAN	High school graduate with at least two (2) additional years of education or technical training, to include computer-aided drafting. Minimum of four (4) years experience in technical drafting, with an emphasis on telecommunications wiring documentation and outside plant facilities. Knowledgeable, capable, and experienced in the use of computer based drafting tools.

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ATTACHMENT C – 2011 ANNUAL TRAINING

OIS employees and contractors are required to take the training courses listed below within the time frames specified. Your division management may set earlier division due dates for these courses in order to meet the OIS deadlines.

Required training courses are automatically added to employee and contractor learning plans in iLearn. When one of the courses below is available in iLearn, you will receive an e-mail notification from iLearn letting you know that the course is available.

Requirement	Scope		2011 OIS Due Dates		Access		Questions
Course	Staff	Con- tractors	New Personnel	Current Personnel	Where	Course No.	Agency Contact
PII Responsibilities Awareness and Acknowledgement	YES	YES	Within 30 days	May 27, 2011	iLearn	1601	Sandra Northern
Computer Security Awareness	YES	YES	Within 90 days	July 22, 2011	iLearn	1441	Judy Petsch
Internal Controls: An Introductory Course – Make it Second Nature	YES		Within 90 days	September 1, 2011	iLearn	TBD	David Holley
Information Security (INFOSEC) Awareness	YES	YES	Within 90 days	November 30, 2011	iLearn	TBD	Susan Abrahams
Continuity of Operations Awareness	YES	YES	Within 90 days	November 30, 2011	iLearn	TBD	Frank Collins
Allegations Training – Self Study	YES		Within 30 days	December 30, 2011	iLearn	TBD	David Vito
No FEAR Act Training	YES		Within 90 days	Biennially February 2012	iLearn	TBD	Lori Suto-Goldsby
Ethics for NRC Employees	YES		Within 90 days	N/A	iLearn	1053	John Szabo
ADAMS P8 Overview (online)	YES		Within 30 days	N/A	iLearn	1361	ADAMS Support Center
ADAMS P8 for NRC Users (hands-on at PDC)	YES		Within 60 days	N/A	iLearn	1001	ADAMS Support Center
SWP Update Skills and Knowledge Survey	YES		Within 30 days	Per SWP e-mail notification	Online	N/A	Ilka Solorio

NRCAR Subpart 2009.5 Organizational Conflicts of Interest

§2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

- (a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue

similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.
- (c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\txtselden\billing instructions FP revised 2008

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments.NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

Purchase of Capital Property: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice/Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

g. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

- h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor</u>	<u>Hours</u>	<u>Burdened</u>		<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Hours Billed</u>

- (2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

- (3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

(4) **Materials Handling Fee.** Indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

(5) **Consultant Fee.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) **Travel.** Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

o. **Total Amount Billed.** Insert columns for total amounts for the current and cumulative periods.

p. **Adjustments.** Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. **Grand Totals.**

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from _____ through _____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	<u>\$1,000</u>	<u>320</u>
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= \$ 900
	<u>\$2,000</u>

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	<u>\$30,000</u>

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>- 0</u>
Grand Total	<u>\$99,580</u>

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

Purchase of Capital Property: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.

ATTACHMENT G

NRC FORM 187

(7-2008)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY

The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

3LINKS TECHNOLOGIES, INC.
8701 GEORGIA AVE, STE 705
SILVER SPRING, MD 20910-3713

A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)

NRC-HQ-12-C-33-0015

B. PROJECTED
START DATE

12/01/2011

C. PROJECTED
COMPLETION DATE

11/30/2016

2. TYPE OF SUBMISSION

- ☒ A. ORIGINAL
☐ B. REVISED (Supersedes all
previous submissions)
☐ C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

NRC-33-07-360

DATE

11/30/2011

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**RFPA NO. OIS-12-019 ENTITLED "TELECOMMUNICATIONS OPERATIONS AND SUPPORT
SERVICES (TOSS)"**

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- ☐ YES (If "YES," answer 1-7 below)
☒ NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☐
☐
☐
☐
☐

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)

☐
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☐
☐
☐
☐
☐

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.

☐
☐
☐
☐
☐

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.

☐
☐
☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.

☐
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?

☐

YES

☒

NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER
PLANTS.

G. ☐ REQUIRE OPERATION OF GOVERNMENT VEHICLES OR
TRANSPORT PASSENGERS FOR THE NRC.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS
INFORMATION.

H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC
FACILITIES.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND
DATA.

I. ☐ REQUIRED TO CARRY FIREARMS.


F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS
BUILDING.

J. ☐ FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D,
G, H, I, OR J IS CHECKED.**

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
Eric Brusoe, Senior IT Specialist COTR		01/18/2011

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

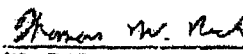

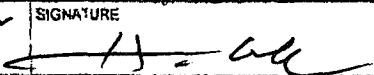
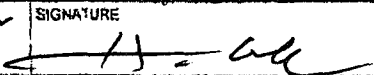
☐ AUTHORIZED CLASSIFIER (Name and Title) ☐ DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☐ CONTRACTOR (Item 1)
☒ SECURITY CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

10. APPROVALS

SECURITY CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR OFFICE OR DIVISION	SIGNATURE	DATE
Thomas W. Rich, Director, OIS, ICOD		01/18/2011
B. DIRECTOR DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Mary Jane Ross-Lee, Division Director Robert Weber, Director, ADMM		1/24/11
C. DIRECTOR DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
HEMIB EXT0 COLON JV. 		1/27/11

REMARKS